

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

THE AUTHORS GUILD, *et al.*,

Case No.: 05-CV-8136-JES

Plaintiffs.

1

GOOGLE INC.,

Defendant

THE McGRAW-HILL COMPANIES, INC., *et al.*

Case No.: 05-CV-8881-JES

Plaintiffs.

v.

GOOGLE INC.

Defendant

AMAZON.COM'S RESPONSES AND OBJECTIONS TO SUBPOENA SERVED BY GOOGLE, INC.

Amazon.com, Inc. hereby responds and objects to Google, Inc.'s subpoena for the production of documents, issued by the United States District Court for the Western District of Washington in connection with the above-entitled cases, and served on Amazon.com on October

**AMAZON.COM'S RESPONSES AND OBJECTIONS TO
SUBPOENA SERVED BY GOOGLE, INC. (05-CV-8136 and 05-CV-8881)**

1 6, 2006. In the following, text from the Google subpoena is shown as single-spaced, indented
 2 text, while Amazon.com's responses and objections are shown in double-spacing.

3 **DEFINITIONS**

4 The following definitions and instructions are applicable to and incorporated by
 5 reference in the Requests for Production of Documents and Tangible Things in Schedule
 A.

6 1. "The Author Plaintiffs" shall mean Associational Plaintiff, The Authors Guild, its
 7 subsidiaries, divisions, subdivisions, departments, predecessors, successors, joint
 8 ventures, present and former officers, directors, partners, principals, employees,
 9 representatives, professional staff members, agents, attorneys, and all other persons
 10 acting or purporting to act on its behalf and Individual Representative Plaintiffs
 11 Herbert Mitgang, Betty Miles, Daniel Hoffman, Paul Dickson and Joseph Goulden in
 the action pending in the United States District Court for the Southern District of New
 York styled as *The Authors Guild, et al. v. Google, Inc.*, Civil Action No. 05-CV-
 8136-JES.

12 2. "Publisher Plaintiffs" shall mean the plaintiffs in the action pending in the United
 13 States District Court for the Southern District of New York styled as *The McGrawHill
 14 Companies, Inc. v. Google, Inc.*, Civil Action No. 05-CV-8881-JES, and specifically
 includes the McGraw-Hill Companies, Inc., Pearson Education, Inc., Penguin Group
 (USA), Inc., Simon & Schuster, Inc., and Wiley & Sons, Inc., and each of their
 15 subsidiaries, divisions, subdivisions, departments, predecessors, successors, joint
 16 ventures, present and former officers, directors, partners, principals, employees,
 17 representatives, professional staff members, agents, attorneys, and all other persons
 18 acting or purporting to act on each of their behalf.

19 3. "Google" shall mean Defendant Google Inc., its subsidiaries, divisions, subdivisions,
 20 departments, predecessors, successors, joint ventures, present and former officers,
 21 directors, partners, principals, employees, representatives, professional staff members,
 22 agents, attorneys, and all other persons acting or purporting to act on its behalf.

23 4. "Google Book Search Library Project" shall mean the Google program in which
 24 books are scanned, indexed, and snippets made available to users through the Internet
 25 without the express permission of a copyright holder of such a book regardless of the
 26 name used to describe the program, including the names "Google Print for Libraries"
 or "Google Print Library Project."

27 5. "Amazon" shall mean Amazon.com, Inc., its subsidiaries, divisions, subdivisions,
 28 departments, predecessors, successors, joint ventures, present and former officers,
 29 directors, partners, principals, employees, representatives, professional staff members,
 30 agents, attorneys, and all other persons acting or purporting to act on its behalf.

31 6. "Amazon Book Search Project" shall mean any project (actual or contemplated) in
 32 which Amazon is involved in which an index of books or the contents of books, in

1 whole or in part, are available to the public through an Internet search engine,
2 including, but not limited to, Amazon's "search inside the book" and "look inside the
3 book" products.

4

5 7. "Open Content Alliance" shall mean the non-profit entity described on the website
6 http://www.openalliancecontent.org.

7

8 8. "Communication" shall be defined as the term is defined in Southern District of New
9 York Local Civil Rule 26.3, and further shall mean the transmittal of information (in
10 the form of facts, ideas, inquiries or otherwise), and includes oral and written
11 communications and meeting minutes or notes such as discussions, speeches, voice
12 mail, letters, memoranda, notes, and e-mail.

13

14 9. The term "Document" shall be defined as the term is defined in Southern District of New
15 York Local Civil Rule 26.3 and shall be used as broadly as permitted under the
16 Federal Rules of Civil Procedure. A draft or non-identical copy is a separate
17 document within the meaning of this term.

18

19 10. The terms "concern" and "concerning" shall be defined as the terms are defined in
20 Southern District of New York Local Civil Rule 26.3 and shall encompass relating to,
21 referring to, describing, evidencing, or constituting.

22

23 11. The term "Person" shall be defined as the term is defined in Southern District of New
24 York Local Civil Rule 26.3 and means any natural person or any business, legal, or
25 governmental entity or association.

26

27 12. "Meeting" shall mean contemporaneous presence, whether in person or by telephone,
13 video conference, or other similar means, of any natural persons, whether or not such
14 presence was by chance or prearranged and whether or not the meeting was formal,
15 informal or occurred in connection with some other activity.

16

17 13. "Policy," "policies," or "procedures," shall mean any rule, practice, or course of
18 conduct, whether formal or informal, written or unwritten, recorded or unrecorded,
19 which was recognized or followed, explicitly or implicitly, by You in conducting
20 Your business, or which was required by You to be recognized or followed by any or
21 all persons with whom you conducted business.

22

23 14. The term "electronic or digital rights" shall mean any right or purported right,
24 whether statutory, contractual, or otherwise, to reproduce, prepare derivative works
25 based upon, distribute, publish, perform, display, archive, store, or index or to license
26 or sub-license any other Person to reproduce, prepare derivative works based upon,
13 distribute, publish, perform, display, archive, store, or index any copyrighted work, or
14 any portion of any copyrighted work, in any electronic or digital format or media, and
15 includes, for example, such formats and media as e-books, computer files (such as
16 XML, HTML, DOC, WPD, PDF, TIFF, JPEG, GIF, RTF, and TXT files), CDs,
17 DVDs, Flash ROM, and the Internet.

- 1 15. The term "electronic or digital copies" shall mean a copy of all or any portion of any
2 work in any electronic or digital format or media, and includes, for example, such
3 formats and media as e-books, computer files (such as XML, HTML, DOC, WPD,
4 PDF, TIFF, JPEG, GIF, RTF, and TXT files), CDs, DVDs, Flash ROM, and the
5 Internet.
- 6 16. The term "Lawsuits" shall mean the two lawsuits pending against Google that are
7 styled as *McGraw-Hill Companies, Inc. et al. v. Google, Inc.*, Civil Action No.: 05-
8 CV-8881-JES and *The Author's Guild et al. v. Google, Inc.*, Civil Action No.: 05-CV-
9 8136-JES.
- 10 17. The term "You" or "Your" shall mean Amazon as defined above.

INSTRUCTIONS

- 1 1. You are required to produce documents responsive to the Requests in Schedule A by
2 the return date on the Subpoena.
- 3 2. If you have no documents responsive to a particular Request, Your response should
4 specifically so state.
- 5 3. Google specifies the following manner of production for documents responsive to the
6 Requests in Schedule A: (a) the documents and tangible things should be produced as
7 they are kept in the regular course of business or, in the alternative, organized and
8 labeled so as to correspond to the Requests in Schedule A; (b) the documents shall be
9 serially numbered; and (c) the documents shall be copied, inspected, and
10 photographed by Google to the extent Google desires.
- 11 4. If the original of a document is within your possession, custody or control, produce it;
12 if not, produce such copy of it as is in your possession, custody or control. Any copy
13 of a document on which any notation, addition, alteration or change has been made is
14 to be treated as an additional original document.
- 15 5. All documents responsive to the Requests in Schedule A that you maintain in the
16 normal course of business in an electronic format shall be produced in their native
17 format along with the software that is necessary to interpret such files if such software
18 is not readily available. You should produce such documents with the pertinent
19 metadata concerning the document, which shall include the date(s) the document was
20 last accessed, created, modified, or distributed, and the author(s) and recipient(s) of
21 the document.
- 22 6. Except as otherwise expressly directed herein, each paragraph and subparagraph of
23 the Requests in Schedule A should be construed independently and not by reference
24 to any other paragraph or subparagraph herein for purposes of limiting the scope of
25 the Request in Schedule A being answered.

- 1 7. If any of the documents requested have been destroyed, identify each such document,
2 state the date upon which the document was destroyed, and state the reason it was
destroyed.
- 3 8. If you assert a claim of privilege or work product protection in objecting to any
4 Request in Schedule A, identify with respect to each communication or document the
5 nature and basis of the privilege claimed, and provide as much of the following
6 information as is not encompassed by the privilege: its type; its general subject matter
7 and purpose; its date; the names of persons making or receiving the communication or
8 document, or a copy thereof or, if the communication was oral, of those present when
9 it was made; their relationship to the author or speaker; and any other information
10 needed to determine the applicability of the privilege or protection.
- 11 9. A protective order, which is attached hereto as Schedule B, has been entered in the
12 Lawsuits. To the extent You deem documents responsive to the Subpoena to be
13 "confidential," You are instructed to produce documents in accordance with its
14 provisions.
- 15 10. If any Request in Schedule A is unclear, please contact the undersigned counsel and,
16 if possible, the Request will be clarified in a reply letter. Any such reply letter may be
17 treated as a modification of the Request.
- 18 11. If you contend that any Request in Schedule A is objectionable in whole or in part,
19 state with particularity each such objection, the basis for it, and the categories of
20 information and documents to which the objection applies, and respond to the
21 Request insofar as it is not deemed objectionable.

GENERAL OBJECTIONS

Amazon.com makes the following general objections to Google's subpoena. Each of these general objections is incorporated into each of Amazon.com's responses set forth below.

1. Amazon.com objects to Google's definitions and instructions to the extent they seek to impose on Amazon.com any obligations in addition to or different from those required by the Federal Rules of Civil Procedure and/or the Local Rules for the Western District of Washington.
2. Amazon.com objects to each and every request to the extent it is not limited to documents within Amazon.com's possession, custody or control.
3. Amazon.com objects to each and every request to the extent it is not limited as to the time period covered by the request. In this regard, too, the requests are overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence.

1 4. Amazon.com objects to each and every request to the extent that it seeks documents
2 protected by any privilege, including the attorney-client privilege, the work product doctrine,
3 and/or any other applicable privilege. Amazon.com hereby asserts all such privileges and will
4 not disclose such privileged information in response to Google's subpoena.

5 5. Amazon.com objects that the requests contained in Google's subpoena, individually
6 and taken as a whole, are overbroad, not reasonably calculated to lead to the discovery of
7 admissible evidence, and impose undue burden and expense on Amazon.com. The requests
8 potentially call for millions of documents, essentially all documents concerning Amazon.com's
9 sale of books on its websites and all searching and indexing functions used by Amazon.com
10 and/or made available to consumers to allow them to search for and purchase books on the
11 websites.

12 6. Amazon.com further objects that the requests contained in Google's subpoena,
13 individually and taken as a whole, call for information that is highly confidential, proprietary and
14 constitutes trade secrets of Amazon.com. Google seeks to sell on-line advertising and to
15 otherwise promote internet retailers that are in direct competition with Amazon.com. The
16 Google Print and Google Library projects reportedly seek to offer full-text search functionality
17 similar to Amazon.com's Search Inside!™ feature. The requests contained within the subpoena
18 essentially seeks to discover all consideration, evaluation, strategies, decisions, legal analyses,
19 implementation and results of Amazon.com's Search Inside!™ and Look Inside the Book™
20 features and potentially other search and indexing features available on Amazon.com's websites.
21 Google has not shown and cannot show any substantial need to obtain Amazon.com's
22 proprietary information. The protective order that has been entered into among Google and the
23 other parties in the above-entitled actions does not provide sufficient protection to prevent
24 disclosure of Amazon.com's proprietary information.

25 7. Amazon.com objects that several of the requests contained in Google's subpoena seek
26 information that may be available from the plaintiffs in the above-entitled actions, and to the
27

1 extent this information has been sought from the plaintiffs, the request to Amazon.com is
2 duplicative and burdensome.

3 8. Amazon.com objects to the definition of "Amazon" contained in the subpoena on the
4 ground that it is overly broad and unduly burdensome. To the extent that Amazon.com produces
5 any documents in response to the subpoena, it will produce only those documents in the
6 possession, custody or control of Amazon.com. Amazon.com will interpret the requests to call
7 for discovery from Amazon.com and the officers, employees and other agents through whom the
8 company acts.

9 9. Amazon.com objects to the definition of "Amazon Book Search Project," on the
10 grounds that it is overbroad and not reasonably calculated to lead to the discovery of admissible
11 evidence. By way of example, to the extent the definition encompasses any functionality that
12 permits "an index of books" to be searched on the Internet, it potentially encompasses all of the
13 functionality on the Amazon.com websites that permits consumers to search for and purchase
14 books. Amazon.com further objects to this definition on the ground that it is nowhere used in
15 any of the individual requests for production in the subpoena; in the requests themselves, Google
16 has substituted a different term: the "Amazon Book Project."

17 10. Amazon.com objects to Instruction No. 3, purporting to describe the "manner of
18 production" that "Google specifies" for responses to the subpoena. Amazon.com objects on the
19 ground that this instruction seeks to impose requirements that are unduly burdensome and
20 expensive. More generally, Amazon.com objects that, if it should be required to produce
21 documents in response to Google's subpoena, Google should be compelled to pay the costs of
22 the response and production in advance.

23 11. Amazon.com objects to Instruction No. 5 on the ground and to the extent it would
24 impose undue burden and expense on Amazon.com and is not reasonably calculated to lead to
25 the discovery of admissible evidence, particularly to the extent the instruction seeks to require
26 Amazon.com to provide software and metadata for any and all electronic documents that might
27 be produced in response to the subpoena.

1 12. Amazon.com objects to Instruction No. 7 on the ground that it is overly broad and
2 unduly burdensome to the extent it seeks to require Amazon.com to search out and attempt to
3 identify each and every responsive document that may have once existed and to describe the
4 circumstances of the destruction or disposal of each such document.

5 13. Amazon.com objects to Instruction No. 8 on the ground that it seeks to impose
6 additional requirements other than those established under applicable law for the identification
7 and assertion of privilege. Amazon.com objects that substantial portions of the requests
8 contained in Google's subpoena improperly call for information and documents that are clearly
9 privileged (e.g., Amazon.com's analyses of copyright, licensing and fair use issues), and such
10 requests should be quashed in their entirety rather than requiring Amazon.com to go through the
11 substantial burden and expense of preparing a detailed privilege log.

12 14. Amazon.com objects to Instruction No. 9 to the extent it seeks to impose upon
13 Amazon.com the protective order that has been entered into among and between Google and the
14 other parties in the above-entitled actions and purports to "instruct[]" Amazon.com "to produce
15 documents in accordance with its provisions." The protective order is not sufficient to protect
16 Amazon.com's interests and the highly confidential, proprietary and trade secret information that
17 is sought by the requests contained in the subpoena.

SCHEDULE A

REQUESTS FOR PRODUCTION OF DOCUMENTS

1. Documents sufficient to describe the Amazon Book Project, which should include documents concerning (a) the creation or acquisition of an electronic or digital copy of the book, (b) the creation of an electronic or digital index of each book, (c) the amount of each book Amazon has made or has plans to make available to the public for searching through an Internet search engine, and (d) the index and search features of the Amazon Book Project.

RESPONSE: Amazon.com objects to Request No. 1 on the ground that it is overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. By way of example, this request potentially would require Amazon.com to produce documents concerning or reflecting the process of offering digital images of or searching capabilities of the several hundred thousand books for which Amazon.com's Search Inside!™ functionality is offered. Amazon further objects that the request is ambiguous by use of the phrase "Amazon Book Project," which is not defined in the Google subpoena. To the extent this request is meant to incorporate the definition of "Amazon Book Search Project," it is overbroad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence because it potentially includes all searching and indexing functions consumers use on the Amazon.com websites. Amazon.com also objects that this request calls for information that is highly confidential, proprietary and constitutes trade secrets of Amazon.com

Without waiver of objections, Amazon.com responds that its Search Inside!™ and Look Inside the Book™ features are and have been described on Amazon.com's websites and in press releases, including the following:

1. <http://www.amazon.com/gp/help/customer/display.html/104-7723806-6292744?ie=UTF8&nodeId=14061791> (Publishers and Authors: Join our Search Inside!™ Program);
2. <http://www.amazon.com/Search-Inside-Book-Books/b?ie=UTF8&node=10197021> (Search Inside the Book; How it Works);

3. <http://www.amazon.com/gp/help/customer/display.html?nodeId=10197041> (What is Search Inside!™?);
4. <http://www.amazon.com/gp/help/customer/display.html?nodeId=13685751> (Frequently Asked Questions About Search Inside!™);
5. <http://www.amazon.com/gp/feature.html?docId=507108> (Letter from Jeff Bezos explaining Search Inside™ feature);
6. <http://phx.corporate-ir.net/phoenix.zhtml?c=97664&p=irol-newsArticle&ID=462057&highlight> (Amazon.Com Launches "Search Inside the Book" Enabling Customers to Discover Books by Searching and Previewing the Text Inside);
7. <http://phx.corporate-ir.net/phoenix.zhtml?c=97664&p=irol-newsArticle&ID=465155&highlight> (Amazon.com Announces Sales Impact from New Search Inside the Book Feature);
8. <http://phx.corporate-ir.net/phoenix.zhtml?c=97664&p=irol-newsArticle&ID=742155&highlight> (Amazon.ca Launches "Search Inside!" Enabling Customers to Discover Books by Searching and Previewing the Text Inside);
9. <http://phx.corporate-ir.net/phoenix.zhtml?c=97664&p=irol-newsArticle&ID=748560&highlight> (Amazon.co.uk Launches "Search Inside!™");
10. <http://www.amazon.co.uk/exec/obidos/tg/feature/-/568127> (Search Inside! for Publishers, Publishers, Join Our Search Inside! Programme);
11. <http://phx.corporate-ir.net/phoenix.zhtml?c=97664&p=irol-newsArticle&ID=732843&highlight> (Amazon.de Launches "Search Inside!" Enabling Customers to Discover More than 100,000 Books by Searching and Previewing the Text Inside Books);
12. <http://www.amazon.de/Search-Inside-B%FCcher/b?ie=UTF8&node=14224751> (With Full Text Search Find the Right Thing); and

1 13. <http://phx.corporate-ir.net/phoenix.zhtml?c=97664&p=irol-newsArticle&ID=213928&highlight> (Amazon.com Works with Publishers to Make Millions of Book Pages Available for Customers to Flip Through, with Millions More to Follow);

5 Amazon.com will not otherwise produce documents in response to this request.

6

7 2. Documents sufficient to show the title, author, copyright status, and copyright owners

8 (a) of books currently available to the public through the Amazon Book Project, and

9 (b) of books that Amazon has plans to make available to the public through the

10 Amazon Book Project before December 31, 2009.

11

12 RESPONSE: See response and objections to Request No. 1. Amazon.com objects that

13 this request is overly broad, unduly burdensome and not reasonably calculated to lead to the

14 discovery of admissible evidence. The Search Inside!™ feature is available for hundreds of

15 thousands of titles on Amazon.com's web sites. Identifying all of these books, and the copyright

16 owners and copyright status of these books would be unduly burdensome. Without waiver of

17 objections, Amazon.com responds that books for which the Search Inside!™ feature is available

18 are identified on the Amazon.com websites. Amazon.com further objects that to the extent

19 Request No. 2 seeks to require Amazon.com to produce documents reflecting or concerning

20 future business plans, such information is highly proprietary and competitively sensitive.

21 Amazon.com will not produce other documents in response to this request.

22

23 3. All documents concerning any dispute with the Authors Guild, any author, or any

24 copyright holder with respect to the Amazon Book Project, including (a) all

25 communications between Amazon and the Authors Guild, any author, or any

26 publisher, (b) any agreement between Amazon and the Authors Guild or any author,

27 and (c) any analysis of copyright infringement or fair use.

28

29 RESPONSE: Amazon.com objects to this request on the ground that it is vague and

30 ambiguous, particularly with regard to the phrase "any dispute." Amazon.com further objects to

31 Request No. 3 to the extent it encompasses all agreements between Amazon.com and authors,

32 because the request is overly broad, unduly burdensome and not reasonably calculated to lead to

33 the discovery of admissible evidence. Amazon.com objects to Request No. 3 to the extent it

1 calls for “analysis of copyright infringement or fair use,” as the request on its face would
 2 encompass information and documents protected by the attorney-client privilege and the work
 3 product doctrine. Without waiver of objections, Amazon.com responds that the Participation
 4 Agreement whereby publishers and others can make their books available for the Search
 5 Inside!™ feature is available at <http://www.amazon.com/gp/sitb/publish>. Amazon.com further
 6 responds that it has not been sued by any author or publisher or any other party concerning its
 7 Search Inside!™ and Look Inside the Book™ features. Amazon.com will not produce other
 8 documents in response to Request No. 3.

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 10 4. For each book in the Amazon Book Project that you have included in the Amazon
 11 Book Project or that You plan to include in the Amazon Book Project before
 12 December 31, 2009, documents sufficient to show you possess the legal right to
 13 include each book in the Amazon Book Project, including all licenses.

14 RESPONSE: See response to Request No. 3. Amazon.com objects that Request No. 4 is
 15 overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of
 16 admissible evidence. Amazon.com objects that information sought by this request may be
 17 available from the plaintiffs in the above-entitled actions, and to the extent this information has
 18 been sought from the plaintiffs, the request to Amazon.com is duplicative and burdensome.
 19 Amazon.com further objects that, to the extent Request No. 4 seeks to require Amazon.com to
 20 produce documents reflecting or concerning future business plans, such information is highly
 21 proprietary and competitively sensitive. Amazon.com will not produce documents in response to
 22 this request.

23 5. With respect to each publisher and copyright owner identified in response to Request
 24 No. 2, all contracts executed between Amazon and each such Person, or if no contract
 25 has been executed, all communications reflecting the proposal to have the books of
 26 such publisher or copyright owner included in the Amazon Book Project.

27 RESPONSE: See responses to Request Nos. 3 and 4. Amazon.com further objects that
 28 Request No. 5 is overly broad, unduly burdensome and not reasonably calculated to lead to the
 29 discovery of admissible evidence. Amazon.com objects that information sought by this request

1 may be obtained from the plaintiffs in the above-entitled actions, and therefore the request is
 2 duplicative and burdensome. Without waiver of objections, Amazon.com responds that an
 3 example of an agreement by which publishers can sign up to participate in Search Inside!™ is
 4 available at <http://www.amazon.com/gp/sitb/publish>. Amazon.com will not produce other
 5 documents in response to this request.

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7 6. Documents sufficient to show the amount of a book You provide or plan to provide to
 8 an Internet user of the Amazon Book Project, including documents sufficient to
 9 explain the reasons for selecting that amount of the book.

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RESPONSE: Amazon.com objects that Request No. 6 seeks the production of
 information that is highly confidential and proprietary to Amazon.com, and the request is overly
 broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible
 evidence. Amazon.com will not produce documents in response to this request.

7. Documents sufficient to show the security, access controls, user restrictions or digital
 rights management controls You have used or that you have considered using in
 connection with the Amazon Book Project to prevent a piracy of a copyright book.

RESPONSE: Amazon.com objects that Request No. 7 seeks information and documents
 that are highly confidential and proprietary to Amazon.com, and the request is overly broad,
 unduly burdensome and not reasonably calculated to lead to the discovery of admissible
 evidence. Amazon.com will not produce documents in response to this request.

8. Documents created by Amazon, or that Amazon has received, sufficient to show (a)
 with respect to documents created or received by Amazon on or after January 1, 2003,
 financial projections and performance for the Amazon Book Project, including
 revenues, costs, and contributions to Amazon's earnings or losses of the Amazon
 Book Project, (b) Your belief, if any, of benefits or possible benefits to authors,
 publishers, copyright owners and the public from the Amazon Book Project, and (c)
 Your belief, if any, of harms or possible harms to authors, publishers, copyright
 owners and the public from the Amazon Book Project.

RESPONSE: Amazon.com objects that Request No. 8 seeks information and documents
 that are highly confidential and proprietary to Amazon.com, and the request is overly broad,
 unduly burdensome and not reasonably calculated to lead to the discovery of admissible

1 evidence. Amazon.com further objects that the request is ambiguous in that it calls for "beliefs"
2 of Amazon or others. Amazon.com objects that Request No. 8 potentially calls for information
3 that is protected from disclosure by the attorney-client privilege and/or the work product
4 doctrine. Without waiver of objections, Amazon.com responds that it addressed the results of
5 the Search Inside!™ feature in a press release dated October 30, 2003 and available at
6 <http://phx.corporate-ir.net/phoenix.zhtml?c=97664&p=irol-newsArticle&ID=465155&highlight>.
7 Amazon.com will not produce other documents in response to this request.

8 9. All documents concerning the effect the Amazon Book Project has had or is expected
9 to have on book sales.

10 RESPONSE: See response and objections to Request No. 8. Amazon.com objects that
11 Request No. 9 seeks information that is highly confidential and proprietary to Amazon.com, and
12 the request is overly broad, unduly burdensome and not reasonably calculated to lead to the
13 discovery of admissible evidence. Amazon.com will not produce other documents in response to
14 this request.

15 16 10. Documents sufficient to show the data maintained by Amazon with respect to the sale
16 of individual books.

17 RESPONSE: Amazon.com objects that Request No. 11 is overly broad, unduly
18 burdensome and not reasonably calculated to lead to the discovery of admissible evidence. By
19 way of example, the request potentially calls for Amazon.com to produce all or major portions of
20 its sales, inventory and accounting records for all books sold on Amazon.com's websites for
21 some unspecified period of time, which potentially encompasses millions of books. The request
22 also seeks confidential and proprietary information of Amazon.com about its sales of individual
23 books. Amazon.com will not produce documents in response to this request.

1 11. A list showing each public library, research library, university library, and other
2 library with whom you have entered into contractual discussions to have their library
contents included in the Amazon Book Project.

3 RESPONSE: Amazon.com objects that Request No. 11 is vague and ambiguous.

4 Without waiver of objections, Amazon.com responds that no libraries have participated in the
5 Search Inside!™ or Look Inside the Book™ programs, and so Amazon.com is not aware of any
6 documents that would be responsive to this request.

7 12. With respect to each library identified in response to Request No. 11, all contracts
8 executed between Amazon and each library.

9 RESPONSE: See response to Request No. 11.

10 13. Documents sufficient to show your reasons for creating, developing, and maintaining
11 the Amazon Book Project.

12 RESPONSE: Amazon.com objects that Request No. 13 seeks information and
13 information that is highly confidential and proprietary to Amazon.com, and the request is overly
14 broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible
15 evidence. Amazon.com further objects that the request is vague and ambiguous. Amazon.com
16 will not produce documents in response to this request.

17 14. All documents (including without limitation communications between Amazon and
18 each of the entities, including their legal counsel, identified in Schedule C)
19 concerning the Lawsuits or allegations against Google of copyright infringement in
20 connection with the Google Book Search Library Project.

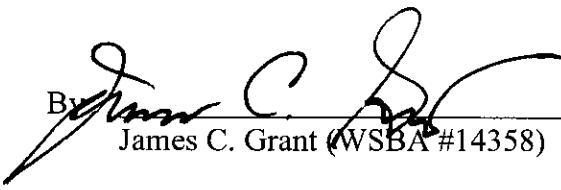
21 RESPONSE: Amazon.com objects to Request No. 14 on the ground that it potentially
22 calls for information protected by the attorney-client privilege and/or the work product doctrine.
23 Without waiver of objections, Amazon.com responds that the few communications of which it is
24 aware consists of correspondence with certain of the plaintiffs in the above-entitled actions
25 concerning requests for Amazon.com's consent to produce selected documents in the lawsuits.

1 15. All public statements you have made regarding the Amazon Book Project.

2 RESPONSE: Amazon.com objects that Request No. 15 is overly broad, unduly
3 burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.
4 Without waiver of objections, Amazon.com responds that press releases issued by the company,
5 including those concerning the Search Inside!™ and Look Inside the Book™ features are
6 available on the Amazon.com website at [http://phx.corporate-ir.net/phoenix.zhtml?p=irol-
7 mediaHome&c=176060](http://phx.corporate-ir.net/phoenix.zhtml?p=irol-mediaHome&c=176060). See response to Request No. 1, above. Amazon.com will not produce
8 other documents in response to this request.

9 Dated this 20th day of October, 2006.

10 STOKES LAWRENCE, P.S.

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12 James C. Grant (WSBA #14358)

13
14 Attorneys for Amazon.com, Inc.